

Merchant Agreement

1. INTRODUCTION

These terms are to be read with the Website Terms and Conditions of Use and the Privacy Policy, the provisions of which Agreements are incorporated in these terms (hereinafter "**the Agreement**").

Save Your Local is an online platform designed to assist various Merchants in combatting the negative financial impact of the COVID-19 pandemic. We invite you to advertise your establishment and to offer vouchers for your goods and/or services on our website, www.saveyourlocal.co.za ("**the Website**").

This is a legal document setting out the agreement between:

- a) you, the Merchant (whom we refer to as "you", "your" or the "Merchant" in this document) and
- b) us. We are K2020183515 (SOUTH AFRICA) NPC trading as "Save Your Local" (together with any of our affiliates where applicable) and we are the owner of this Website. We are a non-profit company registered in South Africa (and we refer to ourselves as "Save Your Local", "we" or "us" or "our" in this document). Our company registration number is 2020/183515/08.

2. REGISTRATION AS A MERCHANT

To become a Merchant, please register on our landing page. We will ask you for some basic information regarding your business, and may require some additional paperwork for verification purposes.

You must be a valid and legally existing business in South Africa in good standing under the laws.

We reserve the right to suspend your registration as a Merchant and/or to not advertise your vouchers for any reason whatsoever.

You warrant that all information provided to Save Your Local is complete, current and accurate and undertakes to ensure that they notify Save Your Local in the event of any changes thereto.

You are responsible for maintaining the confidentiality of your Merchant account login information, if any, and all activity under that account will be deemed to have been that of the Merchant. The Merchant is fully responsible for all activities that occur under the account.

You agree to immediately notify Save Your Local of any unauthorized use, or suspected unauthorized use of the account or any other breach of security.

Save Your Local cannot and will not be liable for any loss or damage arising from Merchant's failure to comply with the above requirements.

3. HOW DOES THIS WEBSITE WORK?

Save Your Local is a platform which assists you by advertising the sale of vouchers by you to your loyal customers for your goods and/or services.

It is in our sole, but reasonably exercised, discretion to advertise your vouchers as available for sale on our website.

You will need to register with one of the voucher issuing platforms as a merchant on their websites. Please take note that we are trying to negotiate on your behalf that vouchers are issued with no costs, but there may be some banking charges which are unavoidable, and some voucher issuing platforms may charge a nominal amount. **Please read their terms carefully, as this is a**

contract between you and that platform. The voucher will be issued in accordance with their standard practice.

4. WHAT ARE YOUR OBLIGATIONS?

You are selling vouchers which may be redeemed by customers at your establishment in the future for the goods and services that you offer.

You can determine (within certain parameters) what the voucher will be redeemed for.

You remain fully liable to the holder of the voucher in terms of the Consumer Protection Act, the Protection of Personal Information Act and any other applicable laws.

You must comply with all of the usual tax rules applicable to your business operations, including the declaration of income for income tax purposes, issuing VAT invoices, accounting for VAT on your returns and the like.

It is important that your customers are aware of your standard sales terms and conditions, and your refund policy. Please take some time to make these available on your website, or social media channels prior to offering vouchers for your goods and/or services on our Website.

5. GRANT OF LICENCE

By signing up you hereby grant Save Your Local (and all our associates and affiliates) a non-exclusive licence and right to use, reproduce, display, distribute and transmit your name, logo, and trademarks and any name, logo and trademarks associated with your business and/or your goods and/or services as well as any content relating thereto solely for the purpose of marketing, promoting, and/or the sale of the vouchers offered by you.

6. MERCHANT WARRANTIES:

You hereby undertake and warrant in favour of Save Your Local (and all our associates and affiliates) that, at all times:

- a) You have the right to enter into this agreement;
- b) any goods you sell are not and will not constitute "grey market goods" as contemplated in terms of Section 25 of the Consumer Protection Act, No 68 of 2008;
- c) any goods you sell are not counterfeit goods;
- d) you own all right, title and interest in the name, logo and trademarks licensed in terms of clause 5, or alternatively, that you have the right to grant such license and that such names, logos and trademarks do not and will not violate any copyright, trademark, or other intellectual property right or right of privacy or publicity of any third party, and you indemnify Save Your Local accordingly.;
- e) you will comply with any and all legislation applicable to your business and the sale of any goods or services from time to time in South Africa, including (but not limited to) the Foodstuffs, Cosmetics And Disinfectants Act, No. 54 of 1972; the Standards Act, No 8 of 2008 (including any applicable SABS standard); and the Consumer Protection Act, No 68 of 2008;
- f) you will not do anything or allow anything to be done or omit to do anything or say anything or allow any statement to be made which does, or is reasonably likely to, negatively affect the reputation and credibility of Save Your Local (and/or its associates and affiliates) or prejudice the goodwill of Save Your Local (and/or its associates and affiliates) or harm Save Your Local's brand (and/or the brand of its associates and affiliates) in any way, regardless of the status of this agreement. You acknowledge and agree that the provisions of this clause shall remain binding on you in perpetuity, regardless of whether this Agreement is cancelled or otherwise terminated; and
- g) any and all marketing material and/or information used for the purposes of marketing your goods and/or services provided to Save Your Local by you is true, accurate in all respects, and not misleading in any way.

7. CONSENT TO CREDIT CHECKS

You hereby specifically consent to Save Your Local and/or its associates and affiliates:

- a) carrying out a credit enquiry in respect of your financial situation;
- b) accessing any Credit Bureau data bases before advertising any voucher offered by you;
- c) providing any information arising from or in relation to this Agreement to Credit Bureaus;
- d) recording any default by you in complying with your obligations in terms of this Agreement and/or any agreement entered into with your customers through Save Your Local's platform;
- e) referring information relating to the compliance with the terms of this Agreement and/or the sale of any voucher to a Credit Bureau for banking and credit assessment, statistical analysis, and credit scoring purposes; and
- f) recording the existence of this Agreement at a Credit Bureau(s).

8. INDEMNITY

You hereby indemnify Save Your Local (and our associates and affiliates) from and against any and all loss or damage suffered or liability incurred, including without limitation, any and all claims, suits, liabilities, judgments, costs, expenses, losses and damages suffered or incurred by or made against us (or our associates and affiliates) arising out of or in connection with the marketing or sale of vouchers in relation to your business, or the supply of the goods and services once the voucher is redeemed including (but not limited to) any claims made in connection with the Consumer Protection Act, No 68 of 2008. The Supplier agrees that it shall pay any such amounts claimed by Save Your Local under this clause 8 forthwith on receipt of written demand from Save Your Local without set off or deduction of any kind.

9. BREACH

Without prejudice to any other remedies that we may have against you in law, including the right to claim damages, we shall have the right to terminate this Agreement forthwith by giving notice in writing to you in any of the following events:

- a) if you commit a breach of any of the terms or conditions of this Agreement, the User Agreement and/or any other legal terms published on the Website;
- b) if you purport to cede, delegate, assign the burden or benefits, or charge the benefits of this Agreement without our written consent, in contravention of the provisions of this agreement;
- c) if you fail to provide any information to us, or to our associates or affiliates, on our request in relation to your business, or if you provide any inaccurate, untrue or misleading information to us, our associates or affiliates or any customers;
- d) if you attempt to sell any goods or services or conduct your business in a manner which we determine, in our sole opinion, is likely to result in complaints, disputes or bring the services of Save Your Local into disrepute; or
- e) if you act in a manner which is fraudulent;

and in any such event, we shall also be entitled to suspend your account; contact customers who have purchased vouchers for your goods and/or services; and/or we may take any other actions we may deem necessary in our sole discretion.

10. NOTICES

You agree that we shall be entitled to send any notice which is required to be sent to, or served on you electronically, to the email address you provide during the registration process.

You will be deemed to have received such notice 1 (one) hour after the notice is transmitted.

Notwithstanding anything to the contrary herein contained a written notice or communication actually received by you shall be deemed to have been adequately delivered.

Any notice sent by you to us must be sent by prepaid registered post to PO Box 2671, Clareinch, 7740, which notice must also be simultaneously emailed to hello@saveyourlocal.co.za.

11. DISPUTE RESOLUTION

A dispute in the widest sense in connection with this agreement or which relates in any way to any matter affecting the interests of the Parties in terms of this Agreement ("**Dispute**"), shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.

Should any Dispute (other than a Dispute in respect of which urgent or interim relief may be obtained from a court of competent jurisdiction) arise, the Parties shall first use reasonable endeavours to resolve such Dispute through good faith negotiations. This entails one of the Parties inviting the other in writing to meet, either in person or by means of telephone or video conferencing facilities, and to attempt to resolve the Dispute within 10 Business Days from date of written invitation. In the event that such negotiations do not result in a mutually acceptable resolution within 10 Business Days of the commencement thereof, the Dispute shall be handled in accordance with the clause below.

Subject to the clause above, any Dispute shall be referred to arbitration on notice by one Party to the other, and be finally resolved in accordance with the rules of the Arbitration Foundation of the Republic of South Africa. Such arbitration shall be held in Cape Town, and conducted in the English language before one arbitrator appointed in accordance with the said rules.

Any arbitration award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

These provisions shall not prevent either Party from approaching any court or other judicial forum in any country having appropriate jurisdiction to obtain timely interim or other relief in cases of urgency.

The provisions of this clause:

- a) constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions;
- b) are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

12. GENERAL

Jurisdiction:

Subject to the dispute resolution clause above, the Parties hereby consent and submit to the jurisdiction of the High Court of South Africa (Western Cape High Court, Cape Town).

This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa.

Whole Agreement:

This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties. In the event that any other terms and conditions of the Merchant are signed, this Agreement shall override such other terms and conditions to the extent of any inconsistencies.

Except as expressly stated in this Agreement, all warranties, conditions and other terms, whether express or implied, by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

No Variation:

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

Assignment:

You may not assign or delegate or otherwise deal with all or any of your rights or obligations under this Agreement. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under this Agreement to any person.

Force Majeure:

We shall not be liable for any breach of our obligations under this Agreement where we are hindered or prevented from carrying out our obligations by any cause outside our reasonable control, including by lightning, fire, flood, extremely severe weather, pandemic, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, explosion, malicious damage, failure of any telecommunications or computer system, compliance with any law, accident (or by any damage caused by any of such events).

Continuation of Applicable Provisions:

The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

Severability:

If any provision of this Agreement is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and where capable the validity and enforceability of the remaining provisions of this agreement shall not be affected.

Date of last update: 10 April 2020